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11  
12 **UNITED STATES BANKRUPTCY COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

15 In re

16 ANTHONY SCOTT LEVANDOWSKI,  
17 Debtor.

Bankruptcy Case No. 20-30242 (HLB)

Chapter 11

Hon. Hannah L. Blumenstiel

18 GOOGLE LLC,  
19 Plaintiff,

20 vs.

21 ANTHONY SCOTT LEVANDOWSKI,  
22 Defendant.

Adv. Proc. No. \_\_\_\_\_ (HLB)

**COMPLAINT TO DETERMINE NON-  
DISCHARGEABILITY OF DEBT UNDER  
11 U.S.C. § 523(a)(6)**

1 Plaintiff and creditor Google LLC (“Google”), for its complaint against debtor and  
2 defendant Anthony Scott Levandowski (“Levandowski”), alleges as follows:

### 3 **INTRODUCTION**

4 1. This case is about the non-dischargeability of an over \$179 million debt owed by  
5 Levandowski to Google pursuant to a state court judgment entered against him on March 4, 2020.

6 2. Levandowski, a former employee of Google, filed bankruptcy the day that  
7 judgment was entered. The judgment arose from a December 2019 arbitral award issued in an  
8 arbitration that Google had brought against Levandowski in October 2016 after it was discovered  
9 that, while still a Google employee, he had formed competing companies and solicited Google  
10 employees to join him when he defected to Google’s competitor, Uber Technologies, Inc.  
11 (“Uber”). A California state court confirmed the award and entered a judgment against  
12 Levandowski for the amount he owed under the award—\$179,047,998.04.

13 3. Google filed a claim for this amount (and the post-judgment interest), and is the  
14 largest creditor in Levandowski’s bankruptcy. The debt Levandowski owes Google under this  
15 award and judgment, and pursuant to Google’s claim, arises from a willful and malicious injury  
16 committed by Levandowski against Google. Therefore, the debt should be excepted from  
17 discharge under 11 U.S.C. §523(a)(6).

### 18 **JURISDICTION AND VENUE**

19 4. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and  
20 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

21 5. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

### 22 **THE DEBT ARISING FROM WILLFUL AND MALICIOUS INJURY**

23 6. From 2007 to 2016, Levandowski was an employee in Google’s self-driving car  
24 business. By 2015, Uber was attempting to compete against Google in that field. That summer,  
25 Levandowski secretly approached Uber’s then-management to discuss a potential deal where  
26 Levandowski would bring his know-how and a team of Google engineers over to Uber.

27 7. Toward that end, while still employed at Google, Levandowski (and a Google  
28 colleague) formed a company called Ottomotto LLC (“Otto”) with the intent of soliciting

1 Google's employees to join the new company and then selling it to Uber so that Otto and Uber  
2 could compete against Google in the self-driving car space. Levandowski left Google in January  
3 2016, along with several Google employees he had solicited while still employed at Google.  
4 Then, in April 2016, Levandowski and Uber entered into various agreements memorializing  
5 Uber's acquisition of Otto and its team of former Google employees.

6 8. In October 2016, Google filed two arbitration demands against Levandowski,  
7 *Google Inc. v. Anthony Levandowski* and *Google Inc. v. Anthony Levandowski and Lior Ron*,  
8 which were consolidated as JAMS Arbitration Case Reference No. 1100086069. In the  
9 arbitration, Google asserted claims against Levandowski for breach of his duties of loyalty, breach  
10 of his fiduciary duties, breach of contract and violations of California's Unfair Competition Law,  
11 Cal. Business and Professions Code §§ 17200 *et seq.* ("UCL").

12 9. After a two-week trial, with over 30 witnesses and 600 exhibits, the three-member  
13 arbitral panel (the "Arbitral Panel") unanimously found that Levandowski had breached his  
14 fiduciary and contractual duties owed to his former employer, Google, and had violated the UCL.

15 10. The Arbitral Panel's 123-page written award was issued in December 2019 (the  
16 "Award"). A copy of the redacted Award is attached as Exhibit A. The Award specified in detail  
17 how Google was harmed by Levandowski's conduct. The findings of the Award are incorporated  
18 herein.

19 11. While he was still employed at Google and without disclosing any of these actions  
20 to his employer, Levandowski purposefully: (a) helped form and finance a company from 2012 to  
21 2015 to compete against Google (*see* Ex. A at 31-34); (b) engaged in "secret negotiations" with  
22 Uber from the summer of 2015 to early 2016 (*id.* at 35-38); (c) formed Otto in the fall of 2015 so  
23 that it could be sold to Uber and compete against Google (*id.*; *see also id.* at 50-53); and (d)  
24 successfully recruited and solicited 29 Google employees to join Otto between the fall of 2015 and  
25 early 2016 as "part of [his] plan to use Otto to compete with Google." *Id.* at 38-41.

26 12. Levandowski purposefully took these and other actions to harm Google. For  
27 example, as the Arbitral Panel found, Levandowski was "fully aware and intended that the sale of  
28 Otto's technology would give Uber a significant advantage over Google." *Id.* at 51. The "vision"

1 was to sell Otto and the Google employees who had joined Otto to Uber “to ‘help Uber win the  
2 self-driving car race.’” *Id.* Also, “Levandowski told Uber that taking a team of Google  
3 employees to Uber would damage Google because they were going right across the street to the  
4 competitor.” *Id.* Moreover, he “believed that the loss of this Google team to Uber could have a  
5 ‘distressing hit on [Google’s] valuation’ and that [Google’s self-driving car business’s] ‘valuation  
6 would be much lower.’” *Id.* As the Arbitral Panel further found, Levandowski expected that his  
7 plan would “inflict” “devastating damages” on Google. *Id.*

8       13.     The Arbitral Panel awarded extensive monetary damages in Google’s favor against  
9 Levandowski for the harm he had inflicted on Google. As the Arbitral Panel found,  
10 Levandowski’s conduct was “pervasive and antithetical to his duties to Google.” It awarded  
11 Google \$174,786,091.24 to be paid by Levandowski.

12       14.     Given the findings of the Arbitral Panel, and the record of his misconduct toward  
13 Google, the debt owed by Levandowski to Google under the Award is a debt arising from a willful  
14 and malicious injury of Google by Levandowski.

15       15.     Google petitioned the California Superior Court to have the award confirmed and  
16 converted to a state court judgment. By order of the California Superior Court dated March 4,  
17 2020, the state court confirmed the award. The court entered judgment against Levandowski and  
18 in Google’s favor for \$179,047,998.64, which includes the arbitral award of \$174,786,091.24 plus  
19 post-award, pre-judgment interest of \$4,261,907.40 (the “Judgment”). A copy of the Judgment is  
20 attached as Exhibit B.

21       16.     Because it is based on the Award, the debt owed by Levandowski to Google under  
22 the Judgment is a debt arising from a willful and malicious injury of Google by Levandowski.

23       17.     Google has a claim in Levandowski’s Chapter 11 bankruptcy proceeding, *In re*  
24 *Anthony S. Levandowski*, Bankruptcy Case No. 20-30242 (HLB) for the amounts owed under the  
25 Judgment (the “Claim”). On July 6, 2020, Google filed a proof of claim for that Claim in the  
26 bankruptcy proceeding. A copy of that proof of claim is attached as Exhibit C.

27       18.     Under Cal. Civ. Proc. Code § 685.010, post-judgment interest is accruing and will  
28 continue to accrue at a rate of 10% *per annum* on the Judgment and Google’s Claim.

1 **CLAIM FOR RELIEF**

2 (Exception to Discharge, 11 U.S.C. § 523 (a)(6))

3 19. Google re-alleges and incorporates herein by reference its allegations of paragraphs  
4 1-18 above as though fully set forth.

5 20. The debt owed by Levandowski to Google under the Award and the Judgment, and  
6 pursuant to Google's Claim, is a debt arising from a willful and malicious injury of Google by  
7 Levandowski. While he was a Google employee, Levandowski purposefully, willfully and  
8 maliciously formed Otto and another company to compete against Google, and formed Otto and  
9 solicited Google employees to join Otto so that Otto could be sold to Uber to help Uber better  
10 compete against Google. Further, Levandowski purposefully, willfully and maliciously took these  
11 and other actions to inflict damage and injury upon and harm Google.

12 21. The Award and Judgment reflect the amounts determined by the Arbitral Panel to  
13 be the appropriate remedy for Google's injury caused by Levandowski. As such, the debt owed  
14 by Levandowski to Google under the Award and Judgment, and pursuant to Google's Claim,  
15 should be excepted from discharge under 11 U.S.C. §523(a)(6).

16 **PRAYER FOR RELIEF**

17 WHEREFORE, plaintiff and creditor Google respectfully requests that the Court:

18 A. enter a judgment against debtor and defendant Levandowski that Google's Claim  
19 arising from the Award and Judgment rendering Levandowski liable to Google in the principal  
20 amount of \$179,047,998.64, plus pre-judgment interest, is excepted from discharge under 11  
21 U.S.C. § 523(a)(6);

22 B. enter judgment for post-judgment interest on the amounts owed under the Judgment  
23 in accordance with Cal. Civ. Proc. Code § 685.010;

24 C. enter judgment for reasonable attorneys' fees and any and all costs incurred in  
25 pursuing this adversary proceeding; and

26 D. enter judgment for any and all such other and further relief as this Court may deem  
27 just and proper.

1 Dated: June 17, 2022

By: John W. Berry

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